

place that portion of the Confidential Information in the public domain, and shall not relieve Producer of its obligations under this Agreement.

6. All documents containing Confidential Information of Cargill and all samples shall remain the property of Cargill. They shall be returned to Cargill at its request. Documents prepared by Producer using such Confidential Information need not be returned, but shall, upon Cargill's request, be destroyed.

7. Producer acknowledges a breach of this Agreement would cause irreparable harm to Cargill, which harm could not be adequately compensated for by damages. Accordingly, in the event of such breach, Producer acknowledges and agrees that Cargill shall be entitled, in its discretion, to injunctive relief.

8. This Agreement shall be governed by and construed in accordance with the laws (disregarding conflicts of law rules) of the State of Iowa.

9. This Agreement shall not be assigned by Producer without the prior written consent of Cargill. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

10. Failure by Cargill to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof.

11. No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding unless placed in writing and duly executed by the party(s) to be bound therein.

The undersigned represents Producer and finds the foregoing acceptable.

CARGILL, INCORPORATED

Signature

Name

Title

Agreed to and Accepted this
____ day of _____, 20____.

PRODUCER

Signature

Name

Title